

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	§	
	§	
	§	
Plaintiff,	§	
	§	
	§	
v.	§	CIVIL ACTION NO. 4:08-cv-02429
	§	
O'REILLY AUTOMOTIVE INC., d/b/a O'REILLY AUTO PARTS; and OZARK AUTOMOTIVE DISTRIBUTORS, INC.	§	
	§	
	§	
Defendants.	§	<u>JURY TRIAL</u>
	§	

AGREED ORDER

The Equal Employment Opportunity Commission (the “Commission” or “EEOC”) has alleged that Defendants O'Reilly Automotive, Inc. d/b/a O'Reilly Auto Parts and Ozark Automotive Distributors, Inc. violated Title VII of the Civil Rights Act of 1964, as amended (“Title VII”). Defendants have denied all of the EEOC's allegations, and nothing contained in this document constitutes an admission of liability on the part of Defendants.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Agreed Order is entered in full and complete settlement of any and all claims arising out of or contained in EEOC's First Amended Complaint in this lawsuit, Civil Action No. 4:08-cv-02429. Further, EEOC shall not use Charge Nos. 460-2006-04364, 460-2006-04492, or Charge No. 460-2006-04632 as either the jurisdictional basis for, or as evidence in, any further claims against either Defendant.

2. Defendants will not be deemed to have breached the terms of this Order merely because other employees of Defendants may allege in the future, or may be alleging currently, Title VII claims against Defendants.

3. Defendants shall not engage in any employment practice which violates Title VII by unlawfully discriminating against any individual on the basis of race.

4. Within fifteen (15) calendar days after entry of this Order, Defendants will post their current EEOC informational poster in 5 additional locations within Defendants' Houston Distribution Center where employees are likely to see and read said posters. Defendants shall certify to the EEOC in writing within fifteen (15) days after entry of the Order that the posters have been posted. These postings are being done in addition to the current postings of the EEOC's informational poster in Defendants' Houston Distribution Center.

5. Defendants agree to conduct a comprehensive training program covering employment discrimination laws for their managerial and supervisory employees within Defendants' Houston Distribution Center. This training will be conducted within 90 days of the signing of this Order. No less than 30 days prior to this training, Defendants will provide the EEOC with the curriculum outline of the training program and the name of the training provider conducting the training. Defendants reserve the right to use either their in house training personnel or retain an outside vendor to conduct the training program. Within 10 calendar days after receiving this information, the EEOC will notify Defendants in writing of any reasonable objections and their bases; in the absence of any timely objections, all objections to the training provider and training materials are waived. In the event of any objection(s) by the EEOC, Defendants will be allowed a reasonable time to address and/or remedy said objection(s), and the Parties agree to engage in good faith efforts to resolve any disagreements. Within 30 days of the

completion of this training, Defendants will provide the EEOC with a list of names and positions of all managerial and supervisory employees who attended the training program. Defendants reserve the right to conduct an additional training program at a reasonable time after the initial training in order to provide said training to any managerial and supervisory employees who may have been absent or unable to attend the initial training.

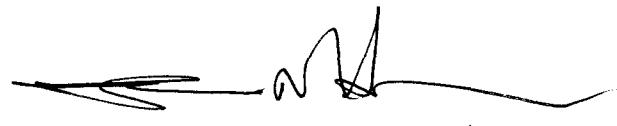
6. Within ten (10) days of entry of this Order, Defendants will pay Dorothy Horton **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**. The check will be drawn on a bank in the United States. At the same time that the payment check is mailed [via certified mail, return receipt requested] to Ms. Horton, at an address provided to Defendants by EEOC, Defendants shall mail a copy of the payment check to the EEOC at the following address: EEOC Houston District Office, attn: Tim Bowne, 7th Floor, Houston, Texas 77002.

7. A separate confidential release and waiver agreement has been entered into by Defendants and Dorothy Horton.

8. This Order shall remain in effect for twelve (12) months from the date of entry. During the period that this Order shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Order and to permit entry of such further orders or modifications as may be appropriate. The EEOC will send written notice to Defendants of any alleged breach, and provide Defendants at least ten (10) days for the opportunity to investigate and cure such breach. Should the parties be unable to resolve such a dispute after good faith attempts, and upon EEOC's assessment that Defendants have not cured any alleged breach, the EEOC is specifically authorized to seek Court-ordered enforcement of this Order in the event of a breach of any of the provisions herein.

9. The parties shall bear their own attorney fees and costs.

March 30, 2011


VS/DO